IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/FIRST APPEAL NO. 1210 of 2023
With
R/FIRST APPEAL NO. 1207 of 2023
With
R/FIRST APPEAL NO. 1208 of 2023
With
R/FIRST APPEAL NO. 1209 of 2023

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE HASMUKH D. SUTHAR

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Approved for Reporting	Yes	No

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THE UNITED INDIA INSURANCE COMPANY LIMITED
Versus
MUSTUFA FAKHRUDDIN KHANBHAIWALA & ORS.

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Appearance:
MR RATHIN P RAVAL(5013) for the Appellant(s) No. 1
MR VISHAL C MEHTA(6152) for the Defendant(s) No. 1,2
NISHIT A BHALODI(9597) for the Defendant(s) No. 4
RULE UNSERVED for the Defendant(s) No. 3

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CORAM:**HONOURABLE MR. JUSTICE HASMUKH D. SUTHAR**

Date : 23/12/2025

COMMON ORAL JUDGMENT

Since all these appeals are arising out of the same accident and the grounds involved in the appeals are common, they have been heard together and are being decided by this common judgment. The First Appeal No.1210 of 2023 arises out of MAC Petition No.1247 of 2011, First Appeal No.1207 of 2023 arises out of MAC Petition No.1246 of 2011, First Appeal No.1208 of 2023 arises out of MAC Petition No.1249 of 2011 and First Appeal No.1209 of 2023 arises out of MAC Petition No.1248 of 2011.

1) The present appeals have been preferred under Section 173 of the Motor Vehicles Act (which shall hereinafter be referred to as "**the Act**" for short) by the appellant – Insurance Company – original opponent no.3, against the common judgment and award dated 16.09.2022 passed by learned Motor Accident Claims Tribunal (Main), Panchmahals at Godhra (which shall hereinafter be referred to as "**the Tribunal**" for short), in Motor Accident Claim Petition Nos.1246 of 2011, 1247 of 2011, 1248 of 2011 and 1249 of 2011.

2) It is the case of the original claimants that on 29.10.2010, the deceased Shirinben Fakhruddin Khanbhaiwala, deceased Sakinaben Mustufua Khanbhaiwala, deceased Fakhruddin Taherbhai Khanbhaiwala and claimant – Mustufa Fakhruddin Khanbhaiwala were travelling in Indigo Car bearing Reg. No.GJ-20-T-2700 from Vadodara to Dahod. At about 06:00 evening, they reached to Village Vanakpur, at that time, Innova Car bearing Reg. No.GJ-1-HN-3497 came from the opposite direction and dashed with Indigo Car. As a result thereof Shirinben, Sakinaben and Fakhruddin received fatal injuries and succumbed to their injuries, whereas, Mustufa had received multiple injuries. An FIR being I-C.R.No.259 of 2010 was registered with Godhra Taluka Police Station. Therefore, the claimants had filed MAC Petitions seeking compensation, wherein, the learned Tribunal after appreciating the evidence produced on record has partly allowed the claim petitions in favour of respective claimants.

3) Learned Advocate Mr. R. P. Raval for the appellant – Insurance Company has submitted that the claimants have deliberately produced a fake insurance policy to cover the date of the accident and hence the appellant - Insurance Company has absolutely no liability to pay the compensation to the claimants. He has further submitted that the Insurance Policy was issued for the period from 24.10.2009 to 23.10.2010, whereas the accident was occurred on 29.10.2010 and hence the cover note produced by the claimants is fake, however, the learned Tribunal has not considered the defence of the appellant – Insurance Company.

4) Having heard the learned Advocate and perusing the record and reasons assigned by the learned Tribunal, it appears that the Insurance Company has raised the grievance that the claimants have relied on cover note of the Indigo Car and on the date of accident the policy was not in force and they have produced a fake cover note before the learned Tribunal and hence, the Insurance Company is not liable to pay the compensation. However, perusing the record and order it appears that the opponent no.2 – respondent no.4 herein – Yusuf Nuruddin Bhewala is the owner of the Indigo Car bearing Reg. No.GJ-20-T-2700, had preferred Own Damage Claim before the District Consumer Redressal Forum, Godhra against the appellant based upon the same cover note and the Consumer Case No.15 of 2011 was decided by the District Consumer Redressal Forum in favour of the opponent no.2 and it

was directed to pay the amount of compensation along with interest. The said judgment was produced at Exhibit 27 before the Tribunal. Thereafter, the appellant being dissatisfied with the said order had preferred an appeal before the State Consumer Dispute Redressal Commission being Appeal No.73 of 2014, which was dismissed vide order dated 04.02.2016. The said order is produced at Exhibit 28. The appellant being dissatisfied by the said order preferred a Revision Petition No.2880 of 2016 before the National Consumer Disputes Redresssal Commission, however, the said revision was dismissed by order dated 04.05.2018 and the said order is produced at Exhibit 29. Hence, once based on the said cover note the Own Damage Claim was allowed and thereafter order was complied and amount was also paid by way of cheque since the defence raised by the Insurance Company qua fake cover note is not acceptable as Insurance Company remained unsuccessful and findings qua fake cover note attended the finality. Hence, once on the same set of facts Own Damage Claim is satisfied by the appellant to the respondent no.4 herein, this Court is of the considered view that risk of the occupant is covered in the Insurance Policy and in turn the Insurance Company is liable to satisfy the award passed by the learned Tribunal.

5) In view of the above, the learned Tribunal has not committed any error in the impugned judgment, consequently no interference of this Court is called for.

6) Accordingly, all the First Appeals are disposed of being **dismissed.** Pending Civil Applications, if any, stands disposed of as having become infructuous. No order as to costs.

7) Record and Proceedings, if any, be sent back to the concerned Tribunal forthwith.

8) The entire awarded amount be disbursed and released in favour of the claimants after due verification by transferring the said amount to the account of the claimants either by RTGS or NEFT mode.

(HASMUKH D. SUTHAR,J)

ANKIT JANSARI

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: ANKIT YOGESHBHAI JANSARI(HCW0109), ENGLISH STENOGRAPHER GRADE I, at High Court of Gujarat on 02/01/2026 13:28:29